

**CITY OF NEWTON
PURCHASING DEPARTMENT
*CONTRACT FOR PUBLIC WORKS***

**REQUEST FOR PROPOSAL:
CITY-WIDE TRAFFIC SIGNAL RE-TIMING PROJECT
*REQUEST FOR PROPOSAL #11-51***

Proposal Opening Date: February 25, 2011 at 9:30 a.m.

**FEBRUARY 2011
Setti D. Warren, Mayor**

PURCHASING DEPARTMENT

FEBRUARY 10, 2011

REQUEST FOR PROPOSAL No. 11-51

CITY-WIDE TRAFFIC SIGNAL RE-TIMING PROJECT

I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer has determined that in order to select the most advantageous proposal for a City-Wide Traffic Signal Re-Timing Project for the City of Newton, comparative judgments of technical factors, in addition to price, will be necessary.

The City's evaluation committee shall review, evaluate and rate each proposer's technical information. After this rating has been reviewed and accepted, the City will open price proposals. The City will award a contract, if at all, to the proposer the City determines most advantageous.

II. INTRODUCTION

The City of Newton, hereafter called the "City", is seeking a qualified Civil/Traffic Engineering Consultant, hereafter the "Consultant", to work with city staff to conduct a traffic signal inventory and assessment of existing conditions, recommend timing and/or phasing changes to 65 traffic signals, and to create a Recommended Signal Timing Policy for all city-owned traffic signals. This project is being funded with federal Congestion Mitigation and Air Quality Improvement program funds, administered by the Massachusetts Department of Transportation and provided by the Boston Region Metropolitan Planning Organization and through matching city funding.

III. INSTRUCTIONS TO PROPOSERS

1. **Issuing Office.** This Request for Proposal is issued for the City of Newton, acting on behalf of the Newton Public Works Department Engineering Division.

Inquiries involving procedural or technical matters should be directed to:

Rositha Durham, *Chief Procurement Officer*
City of Newton
1000 Commonwealth Avenue
Newton Centre, MA 02459
or
By email: purchasing@newtonma.gov
or
By facsimile at (617) 796-1227

2. **Submission of Proposals.** Both proposals (technical and price) shall be submitted in separate, sealed envelopes clearly marked as either "RFP #11-51 Technical proposal" or "RFP #11-51 Price proposal".

Each proposer shall submit one original and three (3) copies of its "Technical proposal" and one (1) **original** "Price proposal". **The name of the proposer shall be included on both envelopes. If prices are included in the technical proposal, the entire proposal will be disqualified. Both envelopes shall be sealed envelopes, clearly marked and delivered to:**

Rositha Durham, Chief Procurement Officer
City of Newton
1000 Commonwealth Avenue
Newton Centre, MA 02459

Additional Proposal Submission Documents.

Proposed detailed work plan
References (a minimum of 3) from similar state or municipal projects
Resumes (Project Manager/Key Personnel)
Projected schedule for completion
Non-Collusion Statement, Tax Compliance Statement, a Certificate of Vote (if applicable)

Interview

The City may request interviews to take place at Newton City Hall. Interview travel expenses are to be paid by the Consultants, not the City of Newton.

Deadline for submission of proposals shall be **February 25, 2011 no later than 9:30 a.m.** Faxed proposals **will not** be accepted.

The procedure for opening and evaluating all proposals received shall be in compliance with Massachusetts General Law, Chapter 30B, Uniform Procurement Act, Section 6. Proposers should familiarize themselves with the provisions of this Act.

Faxed proposals shall not be accepted

RFP Documents will be available for pickup at the Purchasing Department or online at the City's website:
www.ci.newton.ma.us/bids after: **10 a.m., February 10, 2011.** There will be no charge for RFP documents.

3. **Proposal Acceptance and Rejection.** The City will give notice of the acceptance of the proposal to the successful proposer by mailing through USPS an award letter to the proposers address stated in the proposal. The successful proposer shall deliver the Agreement, duly signed and properly executed, within ten (10) calendar days of receipt of the notice of acceptance. If the successful proposer fails to execute the Agreement within such time period, the City may accept another proposal. The failure of any proposer to examine the agreement documents shall not relieve it from the obligations it will incur if its proposal is accepted.

The City reserves the right to reject any or all proposals or any part(s) thereof, if in the best interest of the City to do so, and to amend the contract as the City deems to be in its best interest. The City reserves the right to waive any mistakes or informalities in the proposals received and may request supplementary information from any particular proposer if it determines that the granting of such waiver or the receipt of such additional information would be in the best interest of the City. Each Out-of-State proposer shall furnish with its proposal a certification from the Office of the Secretary of State verifying that it is legally authorized to do business in the State of Massachusetts.

Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and will be rejected.

4. **Technical Proposal.** The technical proposal shall consist of documentation that the proposer satisfies the minimum criteria set forth in Section VII of this RFP together with the proposers response to the evaluative criteria set forth in Section VIII.
5. **Acceptance of Proposal Content.** All or part of the successful proposal submitted shall become incorporated into the final contract documents.
6. **Proposal Expenses.** Expenses for developing the proposals are entirely the responsibility of the proposer and shall not be chargeable in any manner to the City of Newton or the City.
7. **Proposer Review of Existing Operation.** Any questions as to the RFP or the current operation of the Newton City-Wide Traffic Signal Re-Timing Project must be received by **February 18, 2011 by 5:00 p.m.** and addressed to:

Rositha Durham, *Chief Procurement Officer*
City of Newton
1000 Commonwealth Avenue
Newton Centre, MA 02459
By email: purchasing@newtonma.gov
or
By facsimile at (617) 796-1227

8. **Contract and Term.** The term of the contract shall extend from **day of contract execution through January 31, 2012.**

Comment [rd1]: Do we need an extension?

9. **Insurance Requirements.** During the term of any agreement, consultant firm shall maintain in full force and effect at its own cost and expense the following minimum insurance coverage:

A. **Commercial General Liability** insurance with not less than the following limits:

General aggregate	\$5,000,000
Products - completed operation aggregate	\$2,000,000
Personal and advertising - injury	\$2,000,000
Each occurrence	\$1,000,000
Fire damage	\$100,000
Medical expense	\$5,000

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000

Coverage provided under the commercial general liability policy shall apply exclusively to the operations provided under the Newton Consultant Agreement to be entered into by the successful proposer.

B. Workers compensation insurance shall be required under the Laws of the Commonwealth of Massachusetts.

The City of Newton shall be named as additional insured on all policies obtained by the consultant firm.

All policies shall be obtained from companies licensed to conduct business in the Commonwealth of Massachusetts.

11. **Force Majeure.** Neither the City nor the consultant firm shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstances not within its reasonable control.
12. **Termination.** Consultant firm shall peaceably and immediately give up and surrender to the City the premises and every part thereof at the termination of the agreement in the same condition that they were received.
13. **Non-discrimination/Equal Opportunity.** Consultant firm shall comply with all local, state and federal laws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting, and use of City of Newton facilities.
14. **Assignment.** Consultant firm shall not assign or subcontract any portion of the operation without prior written approval from the City.
15. **Independent Contractor.** Consultant firm and its employees will operate as an independent contractor and are not considered to be City of Newton employees.

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IV. SCOPE OF WORK

The City anticipates accomplishing several goals as a part of this project:

1. Decrease vehicle emissions and travel times for all roadway users by reducing stops and idling time at traffic signals.
2. Improve safety for vehicles, bicyclists, and pedestrians by bringing all signals up to current federal and state standards, implementing timing patterns that promote uniform travel speeds, reducing vehicle stop-and-starts, reducing pedestrian wait times, and identifying existing safety deficiencies.
3. Create a Signal Timing Policy that will help maintain reliability and predictability at all City traffic signals.
4. Improve the administration and future maintenance of over two-thirds of the City's traffic signals.
5. Provide a prioritized, data-driven Capital Improvement Plan for future traffic signal work performed by the City.
6. Document the Benefit to Cost ratios of traffic signal re-timing projects.

Project Scope

Task 1: Data Collection

The City of Newton expects to modify traffic signal timing and/or phasing at the locations listed below. Closed Loop Systems identified by: [] .

- | | |
|---|--|
| 1. Beacon St. at Beethoven & Evelyn Rd. | 19. Chestnut St. at Berkeley & Hampshire St. |
| 2. Beacon St. at Centre St. [F] | 20. Chestnut St. at Elliot St. |
| 3. Beacon St. at Chestnut St. | 21. Chestnut St. at Oak St. |
| 4. Beacon St. at Collins St. & Waban Ave. | 22. Chestnut St. at Woodward St. |
| 5. Beacon St. at Hammond St. [F] | 23. Commonwealth Ave. at Ash St. |
| 6. Beacon St. at Langley Rd. & Sumner St. | 24. Commonwealth Ave. at Auburn St. (East) |
| 7. Beacon St. at Walnut St. | 25. Commonwealth Ave. at Auburn St. (West) |
| 8. Brookline St. at Oak Hill St. | 26. Commonwealth Ave. at Chestnut St. |
| 9. California St. at Bridge St. | 27. Commonwealth Ave. at Homer St. & Lowell Ave. [B] |
| 10. Centre St. at Cabot St. & Sargent St. | 28. Commonwealth Ave. at Lexington St. [C] |
| 11. Centre St. at Centre Ave. | 29. Commonwealth Ave. at Melrose St. [C] |
| 12. Centre St. at Church St. | 30. Commonwealth Ave. at Walnut St. [B] |
| 13. Centre St. at Commonwealth Ave. [E] | 31. Crafts St. at North St. |
| 14. Centre St. at Walnut St. | 32. Grove St. at Auburn St. & Central St. |
| 15. Centre St. at Ward St. [E] | 33. Grove St. at Riverside Center |
| 16. Cherry St. at Derby St. | 34. Harvard St. at Newtonville Ave. |
| 17. Cherry St. at River St. | 35. Jackson Rd. at Pearl St. |
| 18. Cherry St. at Webster St. | |

- | | |
|---|--|
| 36. Lexington St. at River & Rumford Ave. | 51. Washington St. at Lowell Ave. |
| 37. Lexington St. at Wolcott St. [C] | 52. Washington St. at Perkins St. [A] |
| 38. Lowell Ave. at Otis St. | 53. Washington St. at Turnpike Exit 16 WB [A] |
| 39. Nahanton St. at Wells Ave. | 54. Washington St. at NWH Drive [D] |
| 40. Park St. at Tremont St. | 55. Washington St. at Prospect St. [A] |
| 41. Parker St. at Wheeler Rd. | 56. Washington St. at Walnut St. |
| 42. Walnut St. at Fenno St. & Homer St. [B] | 57. Washington St. at Waltham St. & Watertown St. [A] |
| 43. Walnut St. at Lincoln St. | 58. Washington St. at Woodland MBTA [D] |
| 44. Walnut St. at Watertown St. | 59. Watertown St. at Adams St. |
| 45. Waltham St. at Crafts St. & Harding St. | 60. Watertown St. at Albemarle Rd. & Brookside Ave. |
| 46. Washington St. at Auburn St. [A] | 61. Watertown St. at Capital St. |
| 47. Washington St. at Beacon St. [D] | 62. Watertown St. at Chapel St. |
| 48. Washington St. at Cherry & Highland [A] | 63. Watertown St. at Edinboro St., Walker St. & Page Rd. |
| 49. Washington St. at Chestnut St. [A] | 64. Waverly Ave. at Farlow Rd., Kenrick St., & Sargent St. |
| 50. Washington St. at Elm St. [A] | 65. Waverly Ave. at Tremont St. |

The Consultant will be required to perform all data collection activities related to traffic operations at the above locations. This data will include, but not be limited to: approach and controller cabinet photos, number of lanes, lane assignment, lane width, traffic signal timing, traffic signal phasing, crash analysis, location/number of signal faces, and travel time studies, where appropriate.

The Consultant will be expected to perform a site visit at all locations to perform traffic and pedestrian observations, inspect vehicle and pedestrian indications for possible safety problems, and to download or retrieve signal timing data from the signal controller. The Consultant will be required to provide the City with a list of employees who are authorized to open controller cabinets. The Consultant will also be expected to perform morning, mid-day, and evening peak hour travel time studies on up to five corridors specified by the City.

The City will provide the Consultant with electronic copies of vehicle, pedestrian, and bicycle count data. Additional counts, if required, will not exceed 5% of the total contract value. The City will provide the Consultant with crash data from 2005-08 and 2009, if available, that has been made available through the Massachusetts Department of Transportation. Traffic signal warrant analysis will be required at no more than 15% of the scoped intersections. The City will provide AutoCAD-based signal plans and operation schedules, if available.

Deliverable: Electronic copies of all photos, any new counts performed, and the results of the travel-time studies.

Task 2: Existing Conditions Analysis

Using Synchro, the Consultant will create a calibrated existing conditions traffic model(s) of all scoped intersections. The Consultant will be expected to submit their methodology for Synchro calibration for approval. The Consultant will produce a Draft Existing Conditions document that includes standard Measures of Effectiveness, emissions and fuel consumption as calculated by Synchro, and identifies deficiencies in safety and operations as noted in field observations. A Final Existing Conditions document along with all relevant Synchro files will be submitted that incorporates comments made on the Draft document by City Staff.

Deliverable: Two hard copies and one electronic copy of the Draft Existing Conditions report and an electronic copy of the Draft Existing Conditions Synchro model; two hard copies and one electronic copy of the Final Existing Conditions report and an electronic copy of the Final Existing Conditions Synchro model.

Task 3: Recommended Changes

Task 3A: Policy

The Consultant will produce a Draft Recommended Signal Timing Policy to the City. This document will outline various signal-timing strategies that can be incorporated and implemented citywide. The intention of this is to maximize the efficiency and safety of existing and future traffic signals. These policies will include, but not be limited to: Minimum Green Time, Passage Time, Vehicle & Pedestrian Clearance Time, Cycle Lengths, Protected Phasing, Exclusive and/or Concurrent Pedestrian Phasing, Time of Day Plans, Recall Modes, Actuation, Programmed/Trouble Flash Mode, Preventative Maintenance, and Scheduled Updates. A Final Recommended Signal Timing Policy will be submitted that incorporates comments made on the Draft document by City Staff. These documents can be worked on concurrently with Data Collection (Task 1) and Existing Conditions Analysis (Task 2).

Deliverable: Two hard copies and one electronic copy of the Draft Recommended Signal Timing Policy; two hard copies and one electronic copy of the Final Recommended Signal Timing Policy.

Task 3B: Timing Changes

Using the approved Existing Synchro model, the Consultant will propose changes to the existing traffic signals to reduce delays, improve mobility for pedestrian, bicycles, and motor vehicles, and decrease crash rates in accordance with the accepted Recommended Signal Timing Policy. Proposed changes will be separated into two categories:

- Phase 1: changes using existing infrastructure that will be implemented as a part of this contract. These changes include, but are not limited to: any programmable changes to the traffic signal controller such as vehicle timings, phase changes, time of day plans, and minor changes to pavement markings.
- Phase 2: changes that require purchasing new equipment and/or changes to roadway layout that the City can prioritize and can put into future Capital Planning outside of this contract. These changes include, but are not limited to, signal coordination, vehicle and bicycle detection, addition/deletion/relocation of signal faces, and curb relocation.

The Consultant will be expected to produce Draft Proposed Conditions document that will outline the basis for all proposed changes, show alternatives, and will include standard Measures of Effectiveness, and emissions and fuel consumption as calculated by Synchro. Comparisons between existing conditions and both phases of proposed changes will be expected. A Final Proposed Conditions document that includes Signal Operation Schedules with the proposed timings will along with all relevant Synchro files will be submitted that incorporates comments made on the Draft document by City Staff.

Deliverable: Two hard copies and one electronic copy of the Draft Proposed Conditions report and an electronic copy of the Draft Proposed Conditions Synchro model, three hard copies and one electronic copy of the Final Proposed Conditions report, an electronic copy of the Final Proposed Conditions Synchro model, and an electronic copy of all Signal Operation Schedules.

Task 3C: Capital Improvement Plan

The Consultant will prepare a list of Capital Improvements associated with the Phase 2 Improvements outlined in Task 3C. This list will be prioritized based upon congestion and safety benefits and will include estimated costs for all work. The Consultant will work with City staff to develop a methodology for prioritization.

Deliverable: Two hard copies and one electronic copy of the Capital Improvement list.

Task 4: Implementation

The City will provide its Signal Contractor with the Signal Operation Schedules created in Task 3B for implementation of Phase 1. The Consultant is expected to view traffic operations during peak periods after implementation to provide technical assistance with

any problems or recommend immediate changes. Costs associated with the Signal Contractor's work are not included in this contract.

Deliverable: None.

Task 5: Evaluation & Documentation

The Consultant will perform follow-up observations, including travel time studies along the same corridors as specified in Task 1, once the changes to the signal timing and phasing have been implemented. Comparisons to the expected results found in the Synchro analysis will be expected and fine-tuning of timings can be made, where necessary. A Final Evaluation Memorandum will be submitted to the City showing all changes in standard Measures of Effectiveness, and emissions and fuel consumption as calculated by Synchro and a Benefit to Cost ratio analysis. The Consultant will also organize and submit electronic documents of all files including reports, photos, Synchro networks, and Signal Operation Schedules for possible posting on a public website.

Deliverable: Two hard copies and one electronic copy of the Final Evaluation Memorandum; all electronic documents formatted for possible upload onto a website.

Meetings

The Consultant will be expected to meet with City staff 12 times during the length of the project, as outlined in the Table below.

Table 1. Anticipated Meetings

Meeting Purpose	Number of Meetings
Kick-Off Meeting	1
Monthly Progress Meeting	9
Presentation to Aldermen	1
Other	1
Totals	12

Schedule and Budget

The selected Consultant is expected to complete all tasks within **10 months** from Notice to Proceed. The proposed budget for all Engineering work may not exceed **\$160,000**. The City has provided an anticipated Schedule and Budget in the table below for all Tasks outlined in the Project Scope section of this document. Based upon past experience with similar projects, the Consultant may choose to modify this table in its Proposal, as long as the total time does not exceed **10 months** and the total cost does not exceed **\$160,000**.

Table 2. Anticipated Project Schedule & Budget

Task	Time	Cost
1. Data Collection	60 days	\$50,000
2. Existing Conditions Analysis	30 days	\$30,000
3. Recommended Changes		
3A. Policy	*90 days	\$10,000
3B. Timing Changes	60 days	\$40,000
3C. Capital Improvement Plan	30 days	\$10,000
4. Implementation	90 days	\$5,000
5. Evaluation & Documentation	30 days	\$15,000
Totals	10 months	\$160,000

*May be worked on concurrently with Tasks 1 & 2.

The Consultant shall submit invoices on a monthly basis and progress payments by the City shall correspond to the percent of project completion at the time of submittal.

V. MINIMUM QUALIFICATIONS

All proposals must satisfy the following minimum criteria to be considered:

1. Project Manager with applied knowledge of and expertise in:
 - a. The principles of traffic signal timing and signal coordination.
 - b. Interfacing with traffic signal controllers and associated signal cabinet equipment.
 - c. Complete Streets principles
 - d. Crash record analysis.
2. Technical staff with experience in:
 - a. Similar traffic signal re-timing projects completed in the past 5-8 years.
 - b. The Synchro and SimTraffic software package.
 - c. The design and implementation of Traffic Signal Operation Schedules.
3. Project Manager with at least eight or more years of experience in the areas of expertise noted above and technical staff with at least three or more years of experience in the areas of expertise noted above.
4. At least one Professional Civil Engineer in good standing, registered in Massachusetts, on staff.
5. Depth and availability of staff to complete the project within 10 months from the final execution of the contract date.
6. A minimum of three references from similar projects.
7. A sample report from a similar project.
8. A proposed detailed work plan, schedule, and budget, including projected time and staff availability per task.

VI. TECHNICAL PROPOSAL - COMPARATIVE EVALUATION CRITERIA AND STANDARDS

City staff will conduct an initial screening of all proposals received by the deadline to determine whether the Minimum Qualifications have been met. The proposals of qualified firms or teams, plus any firms or teams whose Minimum Qualifications require additional review in the opinion of City staff, will be reviewed by an evaluation panel consisting of Engineering Division staff. The panel members will evaluate written qualifications to develop a Short List of firms to be considered for selection. Oral presentations may be required from short listed firms, and references may be contacted for any or all of the short listed firms. References may be considered in the panel's evaluation.

Proposals shall be evaluated based on the following criteria:

1. Project Manager Qualifications

Highly Advantageous –The Consultant has highly qualified company and/or team and has demonstrated excellent performance with respect to product, schedule, and budget on similar projects. Project Manager has at least 7 years of experience with Siemens/EPAC/Eagle Traffic Signal Controllers, signal coordination hardware, and traffic signal maintenance.

Advantageous - The Consultant has qualified company and/or team staff and has demonstrated adequate performance with respect to product, schedule, and budget on similar projects. Project Manager has at least 5 years of experience with Siemens/EPAC/Eagle Traffic Signal Controllers, signal coordination hardware, and traffic signal maintenance.

Unacceptable - The Consultant has unqualified company and/or team and has demonstrated poor or no performance with respect to product, schedule, and budget on similar projects. Project Manager has fewer than 5 years of experience with Siemens/EPAC/Eagle Traffic Signal Controllers, signal coordination hardware, and traffic signal maintenance.

2. Design Team and Personnel Qualifications

Highly Advantageous – The Consultant has highly qualified professional lead and technical staff assigned to the project and that staff demonstrates extensive, directly relevant experience, knowledge, and qualifications related to the performance of the scope of work under the contract. Staff has working experience in using Synchro and SimTraffic to evaluate and optimize isolated and coordinated signal systems on at least 5 other projects.

Advantageous - The Consultant has qualified professional lead and technical staff assigned to the project and that staff demonstrates directly relevant experience, knowledge, and qualifications related to the performance of the scope of work under the contract. Staff has working experience in using Synchro and SimTraffic to evaluate and optimize isolated and coordinated signal systems on at least 3 other projects.

Unacceptable - The Consultant has unqualified professional lead and technical staff assigned to the project and that staff demonstrates little or no relevant experience, knowledge, and qualifications related to the performance of the scope of work under the contract. Staff has working experience in using Synchro and SimTraffic to evaluate and optimize isolated and coordinated signal systems on fewer than 3 other projects.

3. Technical Qualifications.

Highly Advantageous – The Consultant demonstrates an extensive and thorough understanding of the scope of work, the methodology, and the design controls for the work under the contract.

Advantageous - The Consultant demonstrates an adequate understanding of the scope of work, the methodology, and the design controls for the work under the contract.

Unacceptable - The Consultant demonstrates an inadequate or insufficient understanding of the scope of work, the methodology, and the design controls for the work under the contract.

VII. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The contract will be awarded to the proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price. Any proposals, which submit a price that is abnormally low or high, as determined by the City, may be rejected as unrealistic. All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

In evaluating Proposals, the City will consider the qualifications of only those proposers whose proposals are in compliance with the prescribed requirements. The City reserves the right to reject any proposal if the evidence submitted by, or the subsequent investigation of such proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the contract.

VIII. PROPOSAL SUBMISSION REQUIREMENTS

1. **Price Proposal.** Offeror's fee shall be submitted on **Attachment A**. This completed form shall be signed by an authorized representative of the proposer and placed in a separate sealed envelope marked "Price Proposal of Newton City-Wide Traffic Signal Re-Timing."
2. **Technical Proposal.** Offeror's technical proposal shall be signed by a duly authorized representative of the proposer and submitted on **Attachment B** and shall include narrative descriptions for Evaluative Criteria contained in Section VIII. Each narrative description shall be typewritten on a separate page with the item number and category at the top and the name of the proposer at the bottom:

Attachment B and the narrative descriptions shall be placed in a separate sealed envelope marked "Technical Proposal - Newton Sports Clinics."
3. **Addendum.** Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. If you have downloaded the Request for Proposal from the internet, you must make your company known to the City of Newton Purchasing Dept. by emailing or faxing your company's name, address, phone and fax number and include the RFP NUMBER (#11-xx) you would like to be recorded as taking out. It is the contractor's sole responsibility to ensure that they have received all addenda prior to the RFP submittal date.

Copies of addenda will be made available for inspection at the location listed in the Request for Proposals where Contract Documents are on file in addition to the City's website www.ci.newton.ma.us/bids.

IX. RULE FOR AWARD

1. The contract shall be awarded to the responsible and responsive proposer submitting the most advantageous proposal, taking into consideration all evaluation criteria as well as price.
2. The contract will be awarded within ninety (90) days after the proposal opening . The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent lowest responsive and responsible offeror (or, for a contract requiring payment to the City, the apparent highest responsive and responsible offeror).

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ATTACHMENT A
NEWTON CITY-WIDE TRAFFIC SIGNAL RE-TIMING PROJECT
PRICE PROPOSAL

This form must be completed and placed in a **separate** sealed envelope marked
“RFP #11-51 TRAFFIC SIGNAL RE-TIMING – PRICE PROPOSAL”

Price Proposal 6 NEWTON CITY-WIDE TRAFFIC SIGNAL RE-TIMING

Name of Firm or Individual Submitting Bid: _____

Address: _____

Telephone: _____

Fax: _____

Signature of Proposer _____

Name of Proposer: _____

Address: _____

Date: _____

Price: _____

ATTACHMENT B
NEWTON CITY-WIDE TRAFFIC SIGNAL RE-TIMING PROJECT
TECHNICAL PROPOSAL

This form and accompanying materials must be completed and placed in a **separate** sealed envelope marked
"RFP #11-51 – TRAFFIC SIGNAL RE-TIMING – TECHNICAL PROPOSAL"

This proposal includes addenda number(s) _____, _____, _____, _____,

Name of Firm or Individual Submitting Bid: _____

Address: _____

Telephone: _____

Fax: _____

Signature of Proposer _____

Name of Proposer: _____

Address: _____

Date: _____

CONTRACT FORMS

The awarded proposer will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

None of the following forms are required at the time of bid submittal.

CITY – CONTRACTOR AGREEMENT
FOR
CITY OF NEWTON CITY-WIDE TRAFFIC SIGNAL RE-TIMING PROJECT
AGREEMENT FOR PROFESSIONAL SERVICES

The Agreement made as of _____ by and between _____ hereinafter referred to as the "CONSULTANT" and the City of Newton, 1000 Commonwealth Avenue, Newton, Massachusetts, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Public Buildings Commissioner, but without personal liability to her hereinafter referred to as "The City".

WITNESSETH THAT:

WHEREAS, the City desires the CONSULTANT to conduct and perform such services;

NOW, THEREFORE, the parties do mutually agree as stated within the General Provisions and attachments following to wit:

****GENERAL PROVISIONS****

1. Employment of Consultant.

The City agrees to engage the services of the CONSULTANT and the CONSULTANT

agrees to perform services as set forth in Schedule A, Scope of Services for the compensation as stated within Schedule B, Compensation and Method of Payment both of which schedules are attached hereto and made part hereof, subject to compliance by the CONSULTANT with all the terms and conditions set forth within this Agreement.

2. Scope of Services.

The CONSULTANT shall do, perform, and carry out in a satisfactory, competent and professional manner, as determined reasonably and fairly by the City, the Project described within Schedule A, Scope of Services attached hereto and made a part hereof.

3. Duration

This Agreement shall remain in force from the date of execution of this contract to that shown in Schedule C, Work Program Schedule. Project activities shall be undertaken and completed in such sequence as to ensure compliance with said Schedule C, and further, to ensure expeditious completion in a manner consistent with the purposes of this Agreement.

4. Personnel

(a) The CONSULTANT represents that he has, or will secure at his own expense, all

personnel required for the performance of the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the CONSULTANT.

(b) All of the services required hereafter shall be performed by the CONSULTANT or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

- (c) None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. The written approval of the City shall in no way relieve the CONSULTANT from his responsibility for the professional and technical accuracy of the work furnished.

5. Waiver of Workman's Compensation and Unemployment Compensation Benefits.

It is agreed that the CONSULTANT and CONSULTANT's employees, agents, or other persons for whose conduct the CONSULTANT is responsible shall not be deemed to be employees of the City and shall file any claim nor bring any action for any Workman's Compensation or unemployment benefits and compensation for which they may otherwise be eligible as a result of work performed pursuant to the terms of this Agreement.

6. Compensation and Method of Payment

The City agrees to pay the CONSULTANT the compensation specified in Schedule B, Compensation and Method of Payment, which is complete compensation for all services rendered and for such reimbursable expenses as authorized, per Paragraph 7, Reimbursable Expenses. Appropriate sums will be paid, subject to receipt of a requisition for payment. Neither the City's review, approval or acceptance of any of the services furnished under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance Agreement.

7. Reimbursable Expenses

The City agrees to reimburse the CONSULTANT only for those direct costs incurred by the CONSULTANT pursuant to the performance of work under this Agreement as set forth and authorized within Schedule B, Compensation and Method of Payment. As the City does not pay freight and handling charges, and is also exempt from sales tax, freight and handling charges are not reimbursable by the City.

8. Termination of Agreement for Cause

If for any cause, the CONSULTANT fails to fulfill in a timely manner his obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement, by giving written notice to the CONSULTANT of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the CONSULTANT under this Agreement shall, at the option of the City, become its property, and the CONSULTANT shall be entitled to receive just equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the CONSULTANT, and the City may withhold any payments to the CONSULTANT for the purposes of set off until such time as the exact amount of damages due to the City from the CONSULTANT is determined.

9. Termination for Convenience of City

The City may terminate this Agreement at any time by giving written notice to the CONSULTANT of such termination as specifying the effective date of such termination. Such notice shall be given not less than (5) days prior to the effective date of termination. In event of termination for convenience, all finished or unfinished documents and other materials as described in Paragraph 8, above, shall, at the option of the City, become its property. If the Agreement is terminated for the convenience of the City, the CONSULTANT shall be entitled to payment for services completed. Such compensation set forth in the Work Authorization Form as in reflective of the percentage of work completed thereunder, less payments already made for such services.

10. Changes

The City may, from time to time, require changes in the Scope of Services of the CONSULTANT to be performed hereafter. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation or any

change in the work schedule, which are mutually agreed upon by and between the City and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

11. Incorporation of Non-Discrimination Laws and Regulations

The CONSULTANT, including all approved consultants and subcontractors, shall and hereby agrees, to comply with all laws, ordinances, and duly promulgated regulations applicable to contracts of this nature. In particular, the CONSULTANT agrees to comply with the provisions contained in Schedule D, which is attached hereto and made a part hereto and, with the Mayor's Executive Order No. HRC-X relative to non-discrimination as amplified by the City's Affirmative Action Plan.

12. Assignability

The CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto.

13. Interest of CONSULTANT

The CONSULTANT covenants that he has neither presently nor shall he during the period of this Agreement have any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed. Conflicts of interest include, but are not limited to: (a) family relationships with officials or employees of the City, (b) instances where the CONSULTANT, during the period covered by the Agreement, was an officer or employee of the City.

14. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the CONSULTANT under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the CONSULTANT without the prior written approval of the Public Buildings Commissioner.

15. Certifications

By executing this Agreement, the CONSULTANT makes the following certifications:

- a) The CONSULTANT has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
- b) No consultant to or subcontractor for the CONSULTANT has given, offered or agreed to give any gift, contribution or offer of employment to the CONSULTANT, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the CONSULTANT.
- c) No person, corporation or other entity, other than the bona fide full-time employee of the CONSULTANT, has been retained or hired by the CONSULTANT to solicit for or in any way assist the CONSULTANT in obtaining this Agreement for design

services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the CONSULTANT.

- d) For design contracts which exceed Ten Thousand Dollars (\$10,000) or which pertain to a project whose budgeted or estimated construction cost exceeds One Hundred Thousand Dollars (\$100,000), the CONSULTANT shall have internal accounting controls as required by section 39R (c) of C. 30 of the Massachusetts General Laws and shall file and shall continue to file an audited financial statement as required by subparagraph (d) of section 39R. of C. 30.

16. Compliance with Applicable Laws

The CONSULTANT shall comply with all applicable laws, ordinances, or codes of the State or local government, in performing any of the work embraced by this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals to this and two like originals.

CONTRACTOR

By _____
Title _____
Date _____

Affix Corporate Seal Here

Monies are obligated by this agreement
are available in account number

I further certify that the Mayor, or his designee, is
authorized to execute contracts and
approve change orders

By _____
Comptroller of Accounts
Date _____

CITY OF NEWTON

By _____
Chief Procurement Officer
Date _____

By _____
Commissioner of Public Works
Date _____

Approved as to Legal Form and Character

By _____
Associate City Solicitor
Date _____

CONTRACT AND BONDS APPROVED

By _____
Mayor or his designee
Date _____

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

(Name of Business)

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)

2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)

3. is the duly elected _____
(insert the title of the officer in line 2)

4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the
officer signed the **Proposal.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice,
it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute proposals in the name and on behalf of said corporation, and affix its
Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or
without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or
rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*

7. Name: _____
(Please print or type name in line 6)*

8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the
officer signed the **proposal.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual

or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number

(Voluntary) or Federal Identification Number

By: _____

Corporate Officer

(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.